

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the OFS Licenses to Two if By Sea Broadcasting Corporation for \$210,000.00 after final approval by the Federal Communications Commission of the Trustee's proposed assignment of the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the two OFS Licenses to Two if By Sea Broadcasting Corporation, and upon payment of \$210,000.00 by Two if by Sea Broadcasting Corporation to the Trustee, and upon the other terms and conditions of the Purchase and Assignment Agreement on file with the Court

Dated at Hartford, Connecticut this 8 day of June, 1993.


Robert L. Krechevsky
Chief Bankruptcy Judge

APPLICATION FOR CONSENT
TO ASSIGNMENT
FCC FORM 314
SECTION II, ITEMS 6 & 7

Micheal L. Parker is President and Director of Reading Broadcasting, Inc., WTVE, Channel 51 at Reading, Pennsylvania. Micheal L. Parker is President of Partel, Inc. which holds a 29.69 percent equity interest in Reading Broadcasting, Inc.

Micheal L. Parker is President of Two If By Sea Broadcasting Corporation which holds a fifty-one percent (51%) ownership interest in Massachusetts Channel 46 Corporation, WHRC TV, Norwell, Massachusetts. Transfer of Control granted September 11, 1991. FCC File No. BTCCT-910725KG. Until March 23, 1992, Massachusetts Corporation was the Licensee of WHRC (TV), Norwell, Massachusetts. On March 23, 1992, the Commission granted the involuntary assignment of the station's license to George E. Clancy. Mr. Clancy was appointed receiver of the corporation by the Plymouth County Superior Court, Commonwealth of Massachusetts.

On April 9, 1993, Two If By Sea Broadcasting Corporation was granted a construction permit and license for a Satellite Service Earth Station, Call Sign E930107. FCC File No. 369-DSE-P/L-93.

On December 7, 1992, Two If By Sea Broadcasting Corporation was granted a construction permit for a new FM translator station to operate on Channel 201 (88.1 MHz) at

Upland, CA. FCC File No. BPFT-920707TB.

On November 24, 1992, Mike Parker was granted an application for transfer of control of commercial television station Channel 31, KVMD (TV) in Twentynine Palms, CA. FCC File No. BTCCT-920603KG.

Two If By Sea Broadcasting Corporation's application for consent to assignment of KCBI International Shortwave Radio Station in Dallas, Texas was granted October 30, 1992.

Micheal L. Parker has an application pending before the Federal Communications Commission for a new low power television on Channel 68 at Los Angeles, California. Filed December 8, 1989. FCC File No. BPTTL-891208ZI. This application was amended to Channel 26 in Glendale, California on April 1, 1993.

An application requesting consent to assignment of license from Southwestern Broadcasting Co., Inc. (KZIA TV, Channel 48, Las Cruces, New Mexico) to Two If By Sea Broadcasting Corp (FCC File No. BALCT920406KJ) was dismissed without prejudice effective July 2, 1992, pursuant to request by Southwestern Broadcasting Co., Inc.

Micheal L. Parker was an Executive Vice President and Director of West Coast United Broadcasting Co., Channel 38 at San Francisco, California which has an application pending before the Federal Communications Commission for a new low power television on Channel 66 at San Francisco, California. Filed December 8, 1989. FCC File No. BLCT-890926KE.

Micheal L. Parker held jointly with his wife, Judith Parker, a stock interest in Pacific Rim Broadcasting Co., which

was an applicant for a construction permit to modify its construction permit for KPRR-TV, Channel 14, Honolulu, Hawaii, to operate on Channel 5, FCC File No. BMPCT-830223KO, MM Docket No. 83-734. The application was dismissed by the Commission with prejudice effective March 12, 1984 pursuant to request by Pacific Rim Broadcasting Co. See Memorandum Opinion and Order, FCC 84M-1202, released March 12, 1984.

An application of Micheal Parker for a new commercial television station on Channel 29 at Sacramento, California, FCC File No. BPCT-820824KJ, MM Docket No. 83-66, was dismissed with prejudice effective May 17, 1983 pursuant to request by Mr. Parker. See Memorandum Opinion and Order, FCC 83M-1594, released May 17, 1983.

In addition, Micheal Parker was an officer, director and shareholder of Mt. Baker Broadcasting Co., which was denied an application for extension of time of its construction permit for KORC(TV), Anacortes, Washington, FCC File No. BMPCT-860701KP. See Memorandum Opinion and Order, FCC 88-234, released August 5, 1988.

Although neither an applicant nor the holder of an interest in the applicant to the proceeding, Micheal Parker's role as a paid independent consultant to San Bernardino Broadcasting Limited Partnership ("SBB"), an applicant in MM Docket No. 83-911 for authority to construct a new commercial television station on Channel 30 in San Bernardino, CA, was such that the general partner in SBB was held not to be the real party in interest to that applicant and that, instead, for purposes of the comparative analysis of SBB's integration and diversification

credit, Mr. Parker was deemed such. See Religious Broadcasting Network et. al., FCC 88R-38 released July 5, 1988. MM Docket No. 83-911 was settled in 1990 and Mr. Parker did not receive an interest of any kind in the applicant awarded the construction permit therein, Sandino Telecasters, Inc. See Religious Broadcasting Network et. al., FCC 90R-101 released October 31, 1990.

APPLICATION FOR CONSENT
TO ASSIGNMENT
FCC FORM 314
SECTION II, ITEMS 6 & 7

Linda L. Hendrickson is Secretary of Two if By Sea Broadcasting Corporation which holds fifty-one percent (51%) ownership of Massachusetts Channel 46 Corporation, WHRC TV, Norwell, Massachusetts. Transfer of Control granted September 11, 1991. FCC File No. BTCCT-910725KG. Ms. Hendrickson holds no voting stock in Two If By Sea Broadcasting Corporation.

On April 9, 1993, Two If By Sea Broadcasting Corporation was granted a construction permit and license for a Satellite Service Earth Station, Call Sign E930107. FCC File No. 369-DSE-P/L-93.

On December 7, 1992, Two If By Sea Broadcasting Corporation was granted a construction permit for a new FM translator station to operate on Channel 201 (88.1 MHz) at Upland, CA. FCC File No. BPFT-920707TB.

Two If By Sea Broadcasting Corporation's application for consent to assignment of KCBI International Shortwave Radio Station in Dallas, Texas was granted October 30, 1992.

An application requesting consent to assignment of license from Southwestern Broadcasting Co., Inc. (KZIA TV, Channel 48, Las Cruces, New Mexico) to Two If By Sea Broadcasting Corp (FCC File No. BALCT920406KJ) was dismissed without prejudice

effective July 2, 1992, pursuant to request by Southwestern Broadcasting Co., Inc.

Linda L. Hendrickson was a General Partner in Novato Television, General Partnership, which was an applicant for a construction permit for a new television on Channel 68 in Novato, California. FCC File No. BPCT-850725LA, MM Docket No. 85-328. The application was dismissed by the Commission with prejudice July 23, 1986 pursuant to request by Novato Television, General Partnership. See Memorandum Opinion and Order, FCC 86M-2378, released July 24, 1986.

ASSIGNEE'S PROGRAM SERVICE STATEMENT
FCC FORM 314
SECTION IV

Two if By Sea Broadcasting Corporation ("TIBS") intends to operate WHCT TV in the public interest.

TIBS intends to ascertain the needs and problems of the Hartford community on an ongoing basis and program accordingly to address those needs and problems.

If Two If By Sea Broadcasting were operating WHCT TV today, among the needs it would address would be Unemployment, Education, Crime, Drug Abuse, and Water Conservation.

Law Offices of
MARTIN W. HOFFMAN
363 MAIN STREET
HARTFORD, CONNECTICUT 06106

MARTIN W. HOFFMAN
DOUGLAS J. McDADE
ILANK D. HOFFMAN*

Telephone (203) 525-4287
Telecopier (203) 727-9461

**Also admitted in N.Y.*

April 19, 1991

VIA TELECOPIER AND FIRST CLASS MAIL

Federal Communications Commission
1919 M. Street, N.W.
Washington, DC 20554
Attention: T.V. Branch

RE: WHCT - Channel 18
Astroline Communications Co. Limited Partnership
Hartford, Connecticut

Gentlemen:

The purpose of this letter is to inform your office that the above-referenced T.V. station's transmission went dark on April 9, 1991. As I discussed with Ms. Laura Johnson of the T.V. Branch of the F.C.C. today, I was appointed as Trustee in the Chapter 7 bankruptcy proceedings of Astroline Communications Co. Limited Partnership ("Astroline"), the owner of WHCT - Channel 18, on April 9, 1991. (see notice of bankruptcy attached hereto). As the Trustee of Astroline, I am hereby requesting immediate written authority from the F.C.C. to allow WHCT - Channel 18 to remain dark for a period of at least six (6) months. Such authority will be necessary in order to preserve the value of the T.V. station and its license, during my continued dealings with the various creditors and other interested parties at the bankruptcy.

If there are any forms necessary for this authority, please advise accordingly. In addition, feel free to contact me if you have any questions regarding this matter.

Very truly yours,

/s/ Martin W. Hoffman

Martin W. Hoffman
Trustee in Bankruptcy

MWH/kcs
Enclosure

cc: Ms. Laura Johnson

Exhibit 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In Re

ASTROLINE COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP

CASE NO. 2-88-01124

APRIL 9, 1991

~~ORDER CONVERTING CASE AND AUTHORIZING TRUSTEE TO
OPERATE BUSINESS OF THE DEBTOR FOR TEN DAYS~~

The Creditors Committee's motion to convert this case from a case under Chapter 11 of the Bankruptcy Code to a case under Chapter 7 of the Bankruptcy Code having been presented to the Court after notice to all interested parties, and the Court having conducted an evidentiary hearing on the motion on January 23, 1991 and February 20, 1991, and having considered the submissions and arguments of counsel for the Debtor, the Creditors Committee, and the petitioning creditors, and upon the record of the proceedings before the Court, it is hereby

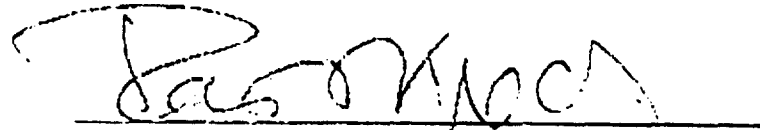
ORDERED, pursuant 11 U.S.C. § 1112(b), that the motion to convert is granted, and that the case is converted from a case under Chapter 11 of the Bankruptcy Code to a case under Chapter 7 of the Bankruptcy Code; and it is hereby further

ORDERED, pursuant to 11 U.S.C. § 701, that the United States Trustee shall immediately appoint an interim trustee; and ~~it is hereby further~~

~~ORDERED, pursuant to 11 U.S.C. § 721, that the interim trustee or any trustee elected or serving pursuant to 11 U.S.C. § 702 shall have authority to operate the business of the Debtor~~

for a period not to exceed ten (10) days, absent further Order of the Court, the Court having found that such operation is in the best interest of the estate and consistent with the orderly liquidation of the estate; provided, however, that such operation is not mandatory but rather within the discretion of the interim trustee or any trustee elected or serving pursuant to 11 U.S.C. § 702.

BY THE COURT:



Robert L. Krechevsky
U.S. Bankruptcy Judge

Dated: April 9, 1971



I certify that this is a true copy.

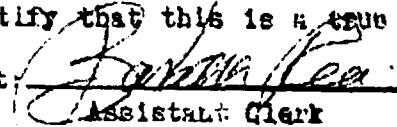
Attest: 
Assistant Clerk

Exhibit 2

I certify that this is a true copy.

Attest: Deirdre E. Allaghe
Assistant Clerk

UNITED STATES BANKRUPTCY COURT
District of Connecticut
Hartford Division

In Re:

NO. 2-88-01124

ASTROLINE COMMUNICATIONS CO.

Debtor(s)

FILED
HARTFORD DIV.
APR 9 - 1991

APPOINTMENT OF INTERIM TRUSTEE AND TRUSTEE
AND DESIGNATION OF REQUIRED BOND

U.S. BANKRUPTCY COURT
DIST. OF CONN.

MARTIN HOFFMAN of HARTFORD, CONNECTICUT

is hereby appointed Interim Trustee for the estate(s) of the above named debtor(s). Unless a trustee is elected at the meeting of creditors to be called pursuant to Section 341 of Title 11, United States Code, in the above referenced case, the Interim Trustee shall serve as Trustee.

This case is covered by the blanket bond for Chapter 7 case Trustees issued by the Seaboard Surety Company, a copy of which is on file with the Court.

April 9, 1991

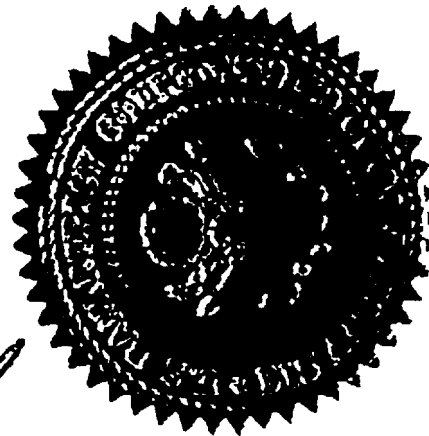
Dated

Harold Jones
United States Trustee

Eric J. Small

By: Eric J. Small
Attorney

James English Building
105 Court Street - Room 402
New Haven, Connecticut 06510
203-773-2210



PURCHASE AND ASSIGNMENT AGREEMENT

Purchase and Assignment Agreement ("Agreement"), by and between Two If By Sea Broadcasting Corporation ("TIBS"), a Delaware corporation, and Martin W. Hoffman, Trustee in bankruptcy for Astroline Communications Company Limited Partnership, Debtor ("Astroline").

WITNESSETH

WHEREAS, Astroline is the Licensee of television broadcast station WHCT-TV, Hartford, Connecticut ("WHCT-TV") and of private operational fixed microwave stations WNER693 and WNER694, in Hartford, Connecticut (the "OFS Licenses"); and

WHEREAS, Astroline is the Lessee of certain real property located on Deercliff Road in Avon and West Hartford, Connecticut, pursuant to a Lease from Astroline Connecticut, Inc. (the "Lease"); and

WHEREAS, Astroline is in a Chapter 7 bankruptcy proceeding in the U.S. Bankruptcy Court for the District of Connecticut, Case No. 88-21124, and Martin W. Hoffman ("Trustee") is the duly appointed, qualified and acting Trustee of the Astroline Estate; and

WHEREAS, TIBS wishes to obtain whatever rights, title and interest the Trustee has in the Lease and the license of WHCT-TV (the "WHCT-TV License") and the OFS Licenses, and the Trustee wishes to assign, transfer or otherwise convey whatever right, title and interest the Trustee has in said Lease and Licenses to TIBS; and

WHEREAS, the approval of the Bankruptcy Court ("Court") is necessary before the contemplated assumption and assignment, transfer, or conveyance of the Lease may be accomplished; and

WHEREAS, the approval of the Court and of the Federal Communications Commission ("FCC") is necessary before the contemplated assignments, transfers or conveyances of the WHCT-TV License and OFS Licenses may be accomplished; and

M.P.

WHEREAS, a Notice of Sale of the proposed assignment to TIBS of whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses has to be filed with the Court and sent to all creditors and other interested parties. A hearing shall be held if any person objects to the sale or wishes to make a higher offer than TIBS; and

WHEREAS, pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale, and the Lease and Licenses shall be sold to the highest bidder.

NOW, THEREFORE, the Trustee and TIBS, in consideration of the mutual promises hereinafter set forth, do hereby agree as follows:

1. Assets Purchased.

The Trustee agrees to assume the Lease subject to Court approval and to sell and assign to TIBS whatever rights the Trustee has in the Lease, the WHCT-TV License, and the OFS Licenses, and TIBS agrees to purchase and acquire from the Trustee whatever right, title and interest the Trustee has in the Lease, the WHCT-TV License, and the OFS Licenses.

2. Consideration.

Consideration paid to the Trustee by TIBS for the assets identified in paragraph 1 hereof shall be Two Hundred Fifty Thousand (\$250,000.00) Dollars, or such higher bid (if any) in the event of an auction, payable as follows:

a. An initial deposit of Twenty Five Thousand (\$25,000.00) Dollars shall be paid by TIBS to the Trustee upon the Trustee's submission of a motion to the court requesting approval of the assumption and assignment of the Lease, which sum shall be refundable if TIBS is outbid at any auction pursuant to the Notice of Sale or if the Trustee fails to obtain Court approval of the assumption and assignment of the Lease, but which in all other events shall be non-refundable.

m.p.

b. After Court approval of the Trustee's proposed assumption and assignment of whatever right, title and interest the Trustee has in the Lease, TIBS shall pay Twenty Five Thousand (\$25,000.00) Dollars (or such higher bid) to the Trustee, which sum is in addition to the initial deposit of \$25,000.00, for a total purchase price of Fifty Thousand (\$50,000.00) Dollars (or such higher bid) for whatever right, title and interest the Trustee has in the Lease, and the Trustee shall assign whatever right, title and interest the Trustee has in the Lease to TIBS. The aforementioned transaction is not subject to or conditioned upon TIBS receiving FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License or the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

c. After final FCC approval of the Trustee's proposed assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, TIBS shall pay Two Hundred Thousand (\$200,000) Dollars (or such higher bid) to the Trustee for whatever right, title and interest the Trustee has in the WHCT-TV License and the OFS Licenses, and the Trustee shall assign whatever right, title and interest he has in the WHCT-TV License and the OFS Licenses to TIBS. The aforementioned transaction shall be held on the date and location specified in paragraph 4 herein.

3. Consents.

a. The assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS is subject to the prior approval of the Court and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale.

b. The assignments of whatever right, title and interest the Trustee has in the WHCT-TV License and the OFS Licenses are subject to the prior approval of the Court and of the FCC and subject to being outbid at any auction held pursuant to the terms of the Notice of Sale. TIBS shall, within five (5) days after the execution of this Agreement, prepare and file applications requesting the

consent of the FCC to the assignment of the WHCT-TV License and the OFS Licenses from the Trustee to TIBS. The Trustee and TIBS thereafter will take all measures reasonably necessary to obtain the prompt approval of such applications by the FCC and shall promptly provide any information requested by the FCC in connection with such applications.

4. Closings and Contingencies.

a. Pursuant to the terms of the Notice of Sale to be filed with the Bankruptcy Court, any person wishing to make a higher offer for whatever right, title and interest the Trustee has in the Lease, WHCT-TV License, and OFS Licenses can notify the Trustee and the Court whereby the Trustee shall hold an auction at the Court at the time designated in the Notice of Sale. In the event that TIBS or its designee is outbid at such auction, the closings herein shall not take place, TIBS shall be under no obligation to purchase the Lease, WHCT-TV License, and OFS Licenses from the Trustee, and the Trustee shall be under no obligation to assign or otherwise transfer the Lease, WHCT-TV License, and OFS Licenses to TIBS.

b. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the Lease to TIBS, and TIBS will pay the consideration for such assignment, at a Closing of the Lease Assignment to be held ten (10) days after the Court grants approval of the assumption and assignment of whatever right, title and interest the Trustee has in the Lease to TIBS. In the event that the tenth (10th) day falls upon a weekend, the Closing shall take place on the next following business day. Such Closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties. The Closing of the Lease Assignment is not contingent upon the approval of the FCC and shall take place whether or not the FCC approves any application filed in connection with this Agreement.

c. In the event TIBS is the purchaser or highest bidder, the Trustee will assign whatever right, title and interest he has in the WHCT-TV License and the OFS Licenses to TIBS, and TIBS shall pay the consideration for such

assignments, at a Closing to be held ten (10) days after final FCC approval of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License. In the event that the FCC does not approve the proposed assignment of whatever right, title and interest the Trustee has in the OFS Licenses to TIBS, the consideration to be paid to the Trustee by TIBS shall not be diminished. In the event the the FCC does not approve of the proposed assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, TIBS will be under no obligation to acquire the OFS Licenses. In the event that the tenth (10th) day falls upon a weekend, the Closing shall take place on the next following business day. Such Closing will be held at 10:00 a.m. at the Offices of the Trustee, or at such other time and place as may be agreed upon by the parties.

d. In the event that the proposed assignment of whatever right, title and interest the Trustee has in the OFS License to TIBS is approved by the FCC after the Closing of the assignment of whatever right, title and interest the Trustee has in the WHCT-TV License, the Trustee shall assign whatever right, title and interest the Trustee has in the OFS License to TIBS at a time and place which is mutually agreed upon by the parties.

5. No Warranties or Representations by The Trustee.

The Trustee makes no representation or warranties whatsoever with respect to the existing and continuing validity and effectiveness of the Lease, the WHCT-TV License, and the OFS Licenses.

6. Warranties of TIBS.

a. TIBS is a corporation in good standing under the laws of the State of Delaware, and has full corporate power and authority to carry on the business now conducted by it. TIBS has full power and authority to enter into this Agreement, and the execution, delivery and consummation of this Agreement have been duly authorized by all necessary corporate action on its part.

b. TIBS is aware of no facts which would cause the Court or the FCC to conclude that TIBS does not possess the

requisite legal, technical, and financial qualifications to acquire the lease and Licenses which are the subjects of this Agreement.

7. Fees.

TIBS shall pay all FCC filing fees which must be filed in connection with the applications contemplated by this Agreement.

8. Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

9. Entire Agreement.

This Agreement embodies the entire agreement and understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relative to the subject matter hereof. There are no warranties, express or implied, except as herein expressly set forth. No amendment and no waiver of compliance with any provision or conditions hereof will be effective unless evidenced by an instrument in writing.

10. Headings.

Paragraph captions herein are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11. Applicable Law.


This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. Counterparts and Effective Date.

This Agreement may be signed in counterpart, all of which together shall constitute one and the same instrument. This Agreement will become effective on the date that the last signed counterpart is executed.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below:

TWO IF BY SEA
BROADCASTING CORPORATION

By 
President

Dated: March 18, 1993

MARTIN W. HOFFMAN,
TRUSTEE IN BANKRUPTCY OF
ASTROLINE COMMUNICATIONS
COMPANY LIMITED
PARTNERSHIP, DEBTOR

By 
Martin W. Hoffman,
Trustee

Dated: 2/1/1993

ASSIGNMENT OF LEASE

Know all men by these presents that I, Martin W. Hoffman, the duly appointed, qualified and acting Trustee for the Bankruptcy Estate of Astroline Communications Company Limited Partnership, Case No. 88-21124 RLK (hereinafter referred to as "Assignor"), hereby assigns whatever right, title and interest I have, as Trustee of said estate, in a certain Lease of real property known as 376 Deercliff Road, Avon and West Hartford, Connecticut more particularly known and designated as Parcels "B", "C" and "D" on a certain map or survey entitled: "Map Showing land Owned By Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut, Scale 1" = 200', February 1987, Prepared By Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had (hereinafter referred to as "Property"), by and between Astroline Company., as Lessor, and Astroline Communications Company Limited Partnership, as Lessee, dated October, 1986, notice of which was dated October 22, 1986 and recorded on December 18, 1986 in Volume 182 at Page 429 of the Avon Land Records and in Volume 1143 at Page 208 of the West Hartford Land Records, as amended by an "Amendment of Lease" dated June 30, 1989; a Second Amendment of Lease dated September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989 and recorded in Volume 228, page 547 of the Avon Land Records; a Fourth Amendment of Lease dated November 24, 1989 and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989 and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and in Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and in Volume 1507, Page 197 of the West Hartford Land Records; an Eight Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon land Records and in Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and in Volume

1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and in Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and in Volume 1550, Page 3 of the West Hartford Land Records; a Twelfth Amendment of Lease dated January 22, 1991 and recorded in Volume 242, Page 456 of the Avon Land Records and in Volume 1553, Page 313 of the West Hartford Land Records; a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume 243, Page 250 of the Avon Land Records and in Volume 1557, Page 343 of the West Hartford Land Records; and a Fourteenth Amendment of Lease dated March 22, 1991 and recorded in Volume 243. Page 941 of the Avon Land Records and in Volume 1563, Page 73 of the West Hartford Land Records, which Lease, as amended from time to time, was assigned by Astroline Company to Astroline Connecticut, Inc., as lessor, said Lease having been assumed by the Assignor (hereinafter referred to as "Lease," a copy of which is attached hereto); to Two if By Sea Broadcasting Corporation, a Delaware corporation, its successors and assigns forever, by virtue of the Order of the Bankruptcy Court approving the assumption and assignment of the Lease by the Trustee dated June 8, 1993, in consideration of \$50,000.00 plus an additional \$43,371.45 representing real property taxes due the town of Avon and West Hartford for the Property pursuant to the terms and provisions of the Lease for a total consideration of \$92,841.03, receipt of which is hereby acknowledged. The Assignor makes no representation or warranties whatsoever with respect to the existing validity and effectiveness of the Lease or with respect to anything else in connection with the Lease whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 8th day of June, 1993.

SIGNED AND SEALED IN THE
PRESENCE OF:

Karen C. Seaman
Karen C Seaman

Roberts L. Rickert
Roberts L. Rickert

Martin W. Hoffman L.S.
Martin W. Hoffman,
Trustee in Bankruptcy for
the Chapter 7 Estate of
Astroline Communications
Company Limited
Partnership, Debtor.

State of Connecticut)

County of Hartford)

ss: Hartford June 8 , 1993.

Before me came Martin W. Hoffman, Trustee in Bankruptcy of Astroline Communications Company Limited Partnership, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same, this 8th day of June, 1993.

Karen L. Seaman
Notary Public / Karen L. Seaman
~~Commissioner of the~~
~~Superior Court~~

My commission expires 4/30/97

TWO IF BY SEA BROADCASTING CO.
22720 S E 410TH STREET (206) 825-1099
ENCUMCLAW, WA 98022

01107

July 15 1993

16-21/1220
007710-T

PAY TO THE
ORDER OF

Federal Communications Commission \$ 565 ⁰⁰

~~RECEIVED~~ m.f.

Five Hundred Sixty Five and ⁴⁰/₁₀₀ DOLLARS



First Interstate Bank
of California #184
354 West Huntington Drive
P. O. Box 987
Monrovia, California 91016-0987

[Signature]

⑈001107⑈ ⑆122000218⑆194236806⑈ 11

EXHIBIT 4

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN THE MATTER OF:

CHAPTER 7 PROCEEDING

ASTROLINE COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP,

CASE NO. 88-21124

DEBTOR

ORDER

Upon the Trustee's Motion to Amend Order, having been presented to the Court, it is

ORDERED that this Court's Order dated June 8, 1993 is hereby amended by deleting the last paragraph and replacing same with the following:

ORDERED that Martin W. Hoffman, Trustee, be and hereby is authorized to assign the right, title and interest the Trustee has in the WHCT-TV Television Broadcast License and the OFS Licenses to Two if By Sea Broadcasting Corporation ("TIBS") in consideration of up to \$1,000,000.00 payable as follows: TIBS shall immediately pay the Trustee \$210,000.00 upon the FCC granting TIBS's Application for Assignment of License, File No. BALCT-930922KE, and the Trustee shall assign said right, title and interest in said licenses to TIBS upon receipt of said \$210,000.00. In addition, TIBS shall pay the Trustee an